SD I KIM OURT I TO AMY Mianquieco

LAW OFFICE OF MICHAEL J. GIANGRIECO

Michael J. Giangrieco, Attorney I.D. No.: 36007

26 Public Avenue, P.O. Box 126 Montrose, PA 18801-0126

Telephone: (570) 278-4026 Attorney for Plaintiffs FILED POLOW, 00
SOUTHANDA COUNTY
PROTHONOTARY
CLERK OF COURTS

JOSEPH DIGIROLAMO and GLORIA M. DIGIROLAMO, his wife

Plaintiffs

V5,

CABOT OIL & GAS CORPORATION,
Defendant

IN THE COURT OF COMMON PLEAS SUSQUEHANNA COUNTY, PENN.

CIVIL ACTION - LAW

JURY TRIAL DEMANDED

NO. 2008-522-CP

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the foregoing pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court, your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claims or relief requested by the Plaintiff(s). You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NORTHERN PENNSYLVANIA LEGAL SERVICES 701 Main Street Towanda, PA 18848

OR

SUSQUEHANNA COUNTY PROTHONOTARY Courthouse - P. O. Box 218 Montrose, Pennsylvania 18801 (570) 278-4600 - Ext. 120 LAW OFFICE OF MICHAEL J. GIANGRIECO-

MICHAEL J. GIANGRIECO, Esquire Attorney for Plaintings

Address where all papers may be served:

Michael J. Giangrieco, Esquire Law Office of Michael J. Giangrieco, Esq. 26 Public Avenue Montrose, PA 18801 Telephone: (570) 278-4026 04-14-08;09:23AM;

4/ 14

LAW OFFICE OF MICHAEL J. GIANGRIECO

Michael J. Giangrieco, Attorney I.D. No.: 36007

26 Public Avenue, P.O. Box 126 Montrose, PA 18801-0126

Telephone: (570) 278-4026 Attorney for Plaintiffs SUSQUEHANNA COUNT

THE PROTHONOTARY

CLERK OF COURTS

JOSEPH DIGIROLAMO and GLORIA M. DIGIROLAMO, his wife

Plaintiffs

7 Č

CABOT OIL & GAS CORPORATION,
Defendant

IN THE COURT OF COMMON PLEAS SUSQUEHANNA COUNTY, PENN.

CIVIL ACTION - LAW

JURY TRIAL DEMANDED

NO. 2008-522 CP

COMPLAINT

- 1. Plaintiffs are Joseph Digirolamo and Gloria M. Digirolamo, his wife, adult individuals who reside at P.O. Box 147, Dimock, Pennsylvania 18816.
- Defendant is Cabot Oil and Gas Corporation, a corporation with its principal place of business at 900 Lee Street East, Suite 1500 Huntington Square, Charleston, WV 25301.
- 3. Defendant is a publicly traded corporation listed on the New York Stock Exchange that operates nationally and has vast experience in oil and gas leases.
- Plaintiffs are the owners of a parcel of realty containing approximately
 35.3 acres located in Dimock Township, Susquehanna County, Pennsylvania.
- 5. On or about November 17, 2007, Plaintiffs and Defendant entered into a preprinted form oil and gas lease prepared by Defendant, a copy of which is attached hereto,

incorporated herein by reference and identified as Exhibit "A."

- 6. As an inducement for Plaintiffs to enter into said oil and gas lease the Defendant authorized its agents to tell Plaintiffs that the Cabot Oil and Gas Corporation would pay the rate of \$100.00 per acre.
- 7. As an inducement to sign the lease, Plaintiffs were offered Three Thousand Five Hundred Thirty Dollars (\$3,530.00).
- 8. The Plaintiffs and Defendant's agent had conversations regarding the real property and any increase of \$100.00 per acre so they better take the \$100.00 per acre and that the Plaintiffs will never get anymore."
- 9. Since and after that time the Plaintiffs have learned that what the Defendant's agent told Plaintiffs was false and that Defendant has in fact paid Plaintiff's neighbors more than \$100.00 per acre.
- 10. The Plaintiffs and Defendant's agent also had conversations regarding the validity of the lease and Plaintiffs were told that the lease conformed to Pennsylvania law.
 - 11. The lease does not conform to Pennsylvania law.

COUNT I

FRAUDULENT INDUCEMENT

- 12. Plaintiffs incorporate by reference paragraphs 1 through 11 as though the same were set forth herein fully at length.
- 13. As an inducement for Plaintiffs to enter into said oil and gas lease the Defendant authorized its agents to tell Plaintiffs that the oil and gas company would pay the rate of \$100.00 per acre as a paid up lease.

- 14. The Plaintiffs and Defendant's agent had conversations regarding the real property and any increase of said payment and the Plaintiffs were told that "Defendant would never pay any more than \$100.00 per acre so they better take the \$100.00 per acre and that the Plaintiffs will never get anymore."
 - 15. Plaintiffs relied upon Defendant's representation to their detriment.
- 16. Plaintiff's reliance on Defendant's representation was justifiable under the circumstances.
- 17. Since and after that time the Plaintiffs have learned that what the Defendant's agent told Plaintiffs was false, and that Defendant has in fact offered and paid Plaintiffs' neighbors more than \$100.00 per acre, and continues to offer and pay more than \$100.00 per acre to others.
- 18. Had Plaintiffs known Defendant's representations were false, Plaintiffs would not have entered into the lease.
- 19. Defendant's agent told Plaintiffs that in the event Plaintiffs did not sign the Defendant's oil and gas lease, they would simply put a well on their neighbor's land and could take Plaintiffs' gas under the "rule of capture" and pay Plaintiffs nothing.
- 20. Defendant's agent told Plaintiffs that they would receive one-eighth (1/8th) of the amount realized from the sale of gas at the well.
- 21. Contrary to Defendants representations, the lease provides for a royalty after deduction for the costs of gathering, transportation, compression, fuel, line loss and other post-production expenses incurred downstream of the wellhead.

WHEREFORE, the Plaintiffs respectfully request that the Court declare Plaintiffs' Exhibit "A" as invalid, directing the Recorder of Deeds to mark said lease, or any recorded memorandum thereof, VOID BY COURT ORDER.

COUNT II

ACTION FOR DECLARATORY RELIEF

- 22. Plaintiffs incorporate by reference paragraphs 1 through 21 as though the same were set forth herein fully at length.
 - 23. The lease signed by Plaintiffs and Defendant as Exhibit "A" state in part:

Lessee shall deliver to the credit of Lessor, free of cost, into Lessor's tanks on the premises or in the pipeline thereon which Lessor may designate, the equal one-eighth (1/8th) part of all oil or liquid hydrocarbons produced and saved from the premises, and shall pay the Lessor on gas, including casinghead gas and other gaseous substances, produced and sold from the premises one-eighth (1/8th) of the amount realized from the sale of gas at the well (meaning the amount realized less all costs of gathering, transportation, compression, fuel, line loss and other post-production expenses incurred downstream of the wellhead). Payment for royalties in accordance herewith shall constitute full compensation for the gas and all of its components. No royalty shall be due on stored gas produced from the premises or on gas produced from a storage formation or formations hereunder.

24. Pursuant to 58 P.S. §701.3, which defines royalty as:

"Royalty interest." An interest in an oil or gas lease which entitles the owner to share in the production of the oil or gas under a lease or the proceeds from a lease without the obligation to pay any costs of production under the lease.

- 25. Plaintiffs and Defendant's lease as reflected in Exhibit "A" violates state law.
- 26. The lease is invalid as the royalty payment included in Exhibit "A" violates 58 P.S. §33.
 - 27. 58 P.S. §33 states:

A lease or other such agreement conveying the right to remove or recover oil, natural gas or gas of any other designation from lessor to lessee shall not be valid if such lease does not guarantee the Lessor at least one-eighth royalty of all oil, natural gas or gas of other designations removed or recovered from the subject real property.

WHEREFORE, the Plaintiffs respectfully request that the Court declare

Plaintiffs' Exhibit "A" as invalid, directing the Recorder of Deeds to mark said lease, or any
recorded memorandum thereof, VOID BY COURT ORDER.

MICHAEL J. GIANGRIECO, Esquire

Attorney for Plaintiffs

P.O. Box 126, 26 Public Avenue

Montrose, PA 18801

Telephone: (570) 278-4026

VERIFICATION

JOSEPH DIGIROLAMO, being duly sworn according to law, states that the statements contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn statements to authorities.

OSPPH DIGIROLAMO

CLERK OF COURTS

PISOUEHANNA COUNTY

VERIFICATION

GLORIA M. DIGIROLAMO, being duly sworn according to law, states that the statements contained in the foregoing Complaint are true and correct to the best of her knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn statements to authorities.

GLORIA M. DIGIROLAMO

COGC-08-PAPD	Oil and G	as Lease			
THIS AGREEMENT, shall be made this17	đav of	November	2007	between	
Joseph Digirolamo and Gloria M. Olatrolamo, his wife	_ , ,			oerwagu	
P. O. Box 1472 Dienock, PA 18816					
heremafter called Lesson, (whether one or more) a Huntington Square, Charleston, West Virginia 253	ind CABOT (CIL & GAS CO	ORPORATION - 1	900 Las Street Eas	st. Sulte 500
WITNESSETH	•		-		

1. Lessor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is horsely actorswisedged, and of the royalties herein provided and of the agreements of Lesses herein contained, hereby grants, lesses and lete exclusively unto Lesses for the purpose of exploring by geophysical and other methods, drilling, and operating for and producing oil, gas (the term "gas" as used herein undues but is not limited to, helium, certon dioxide, and all other commercial gas, no well as all hydrocarbon gases such as natural gas, mothere gas, casinghead gas, hydrogen suffice gas, coalbed methoris gas, and all natural gas originating, produced, or emitted from one formations or seams, and any related, associated, or adjacent nock material). Inquid hydrocarbons, all gases, and the respective constituents thereof, intenting gas, waters, other fluids and air into substituted associated, or adjacent nock substantiace strata, injecting, storing, and withdrawing stored gas regardless of source, bying pipelines, atoning oil, building roads, tarks, or, treat, process, store and transport said oil, liquid hydrocarbons, all gases and other products manufactured therefrom, the following described land in Dimock Township, County of Susquehama, Commonwealth of Pennsylvania, and bounded substantially by lands

On the North by: Panick & Kethleen Martin

On the East by: Christopher Charmer Steel

On the South by, Herbert & Florence Oakley

On the West by: Thomas & Gail Dayle

including but not limited to Tax Map or Assessment Number (now or formerty) 180-1-59.01 (16.32 ac.). 180-1-70 (18.98 se.)

hereinaliar called "premises" and for reference purposes only being the same land correyed in whole or in part to Lessor by dead deads/22/05, and recorded in said county records in Book & Page 200404059 it being the purpose and intent of Lessor to lesse, and Lossor does hereby lesse all strips or parcels of land owned by Lessor, which adjoins the lands above, described. For all purposes of this lesse, the premises shall be desired to contain 35.3 acres, whether more or tens. \$200407855

- 2. This lease shall remain in force for a term of five (5) years from this date (called "primary term") and as long thereafter as oil or gas is produced, or considered produced under the terms of this lease, in paying quantities from the promises are used for gas storage purposes as provided in paragraph 6 hereof, or this lease is maintained in force under any subsequent provisions hereof.
- 3. Leased shall deliver to the credit of Leaser, the of cost, into Leaser's tanks on the premises or in the pipeline thereon which Leaser may designate, the equal one-eighth (1/6th) part of all oil or liquid hydrocarbons produced and saved from the premises, and shall pay the Leaser on gas, including cosinghead gas end other passes substances, produced and sold from the premises one-eighth (1/6th) of the smount realized from the sale of gas at the well (meaning the amount realized leas all court of gathering, transportation, compression, fuel, line loss and other post-production expenses incurred downstream of the wellhood). Payment for toyalites in accordance herewith shall constitute full compensation for the gas and all of its components. No royally shall be due on stored gas produced from the premises or on gas produced from a storage formalism or formations hereunder.
- 4. If at any time either during or effer the primary term hereof there is a well capable of producing gas (with or without condencate) in paying quantities (other than stored gas) located upon the premises or on lands pooled therewith but such well is shut-in (whether before or a filter production) and this lease is not maintained in force by operations or production at enzy well, by gas storage, or by other activity or event, nevertheless it shall be considered that gas as being produced in paying quantities within the meaning of this lease. On or before the end of the initial year during which this lease is mentioned in force for the endire annual period under the paragraph 4. Lease's records) at the addresses shown by Lease's records, a shut-in royalty equal to \$1.00 per sere for the agreege held under this lease (as shown by Lease's records) at the time such payment or tender is made. Each subsequent payment or tender that is leased (as shown by Lease's records) at the time such payment or tender is made. Each subsequent payment or tender shall be made annual period under the first sentence of this paragraph 4. Leasee's fallium to timely or correctly pay or tender the shut-in royalty for may year shall not operate to termorate this lease or serve as a basis for its correctly pay or tender the shut-in mysity for payment or tender, when notified thereof, and if late then Leasee shall make the correctly pay or tender the shut-in mysity for shut-in, the health of the purposes of maintaining this lease in force that gas is being produced in paying quentities and this lease shall be considered for the purposes of maintaining this lease in force that gas is being produced in paying quentities and this lease shall continue in effect both before and after the primary term.
- E. Lessee is granted the right and option at any time or times while this lesse is in force to pool or combine as it asses fit all or any part or parts of the premises, or furnation, depth or depths thereunder, with any other land, lesse, lesses, parts thereof, or formation, depth, or depths thereunder, in the vicinity of the premises covered hereby, into one or more units for the production of oil and/or gas through vertical, horizontal, or stant hole well completione, prinary or secondary facovery methods, (including by water facoring, gas injections, or injections of other attribunces) or combinations prinary or secondary facovery methods, (including by water facoring, gas injections, or injections of other attribunces) or combinations of any recovery techniques. No unit may exceed 640 scross in size unless presentated or permitted by applicable law or administrative order, rule or regulation. Each unit formed hereunder may be reduced or enlarged in size at anytime, before or after the completion of any well or the commencement of production, by not more than filtern (15%) percent, when in Lesses's judgment it is necessary or advisable to do so in order property to explore or develop and operate in premises, in order to promote the conservation of oil or gas in Lesseor's judgment, in order to include an omitted leave or operate the principal in tracts included within a unit area, but such such reduction or make adjustments to the acrespe prospectively. The effective time of familing, reducing, or enlarging a unit, shall be when Leases files a written designation of frecord in the country or countines in which the posled or combined premises are located. Operations or production on any part of any unit formed, nearby, whether the wall or wells are tocated on the premises or not. The entire acrespe pooled into a unit shall be treated for all purposes except for the computation and payment of royalities on production from the unit, as if it were excluded in this lease, in lieu of the royalites on production els



- 6. Leases to hereby granted the right to use any formation(a) underlying the premises for the injection end/or storage therein of any quantity of gas regardless of its acture, and for the withdrawal of stored greathership, and shall have all rights, rights of way, and privileges necessary, taskid, or convenient for such purposes, including but not limited to the right to driff or convent any well or the premises for tips as storage wells. Injection of gas for underground storage, and withdrawal thereof, may be performed by storage well or wells located on other lands or leases in the vicinity of the premises. Leaster's good faith determination of when or whether the premises are being used for gas alwage purposes shall be conclusive. Leases shall give Leasor written notice of the use of the premises for gas always purposes and shall celeptate and pay Leasor for Leasor's royally connectable or the storage purposes, using meltiods of calculating such reserves as though the generally accepted in the natural gas industry. Leasor shall be entitled to the same royally on such recoverable scenarios as though the gas were produced and sold or used of the premises. In addition, Leases will pay Leasor a storage retail at the rate of two Dollars (\$2,00) per core per year, payable annually while the premises are used for storage purposes beginning ninety (\$0) days after written police of such use is given Leasor in accordance with the foragoing provisions.
- 7. If Leasor owns a lesser interest in the oil and gas in and under the premises than the entire undivided interest therein, then provided and other payments herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided interest therein.
- 8. No well may be drilled nearer than 200 feet to any dwelling house now on said premises without the written consent of Lessor. Lesses shall have the right to use free of cost, gas, oil and water produced from the premises for its operations thereon, except water from wells of Lessor. Lesses shall also have the right at any time to remove sail of any part of the machinery, fixures, or operations to growing crops, trees, and fences located on the premises. In exploring, Lesses shall pay for damages caused by its and other substances covered hereby on the lessed premises or fends produced or unificial theravith, Lesses shall have the right of ingress and egress along with the right to conduct such operations on the lessed premises as may be reasonably hecaseary for such purposes, including but not limited to geophysical operations, the drilling of walls, and the construction and use of roads, carely, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations and other facilities to and/or transport production.
- 9. The rights of either pany hereunder may be sestigned in whole or in part and the provisions hereof shall extend to the heire, executions, administrators, successors, and easigns, but no change of division in coverable of the provises, renders or reveilles, and easigns, but no change of division in coverable of the premises, renders or reveilles the blinding upon Lease for any purpose until thinty (30) days after the parameter acquiring any interest has furnished Leases with the instrument or instruments, or certified copies thereof, constituting his chain of this manual payable hereunder shell be apportionable as between the several leasehold owners patably according to the surface area (using not office) the rights of other leasehold owners hashed according to the surface area (using not office) the rights of other leasehold owners hashed according to the surface area (using not office) the rights of other leasehold owners hashed according to the surface area (using not office) the rights of other leasehold owners hashed according to the surface area (using not office) the rights of other leasehold owners hashed according to the surface area (using not office) the rights of other leasehold owners hashed to the surface area (using not office). We want to be surface area (using not office) the rights of other leasehold owners hashed to the surface area (using not office) the rights of other leasehold owners hashed to the surface area (using not office).
- 10. Lasses, its successors or assigns, shall have the right to surrender this lesse or any part thereof for cancellation after which all payments and liabilities hereunder shall cease and determine as to the part surrandered and if the whole is surrendered then this lesso shall become absolutely null and void.
- 11. Lessor hereby warrants and agrees to defend the title to the premises against all persons who recover and agrees that the Lessoe at its option may pay, discharge, or redeem any taxes, mentages, or other liens existing, levied or against the premises, and in the event it exercises such option, it shall be subregated to the rights of any holder or holders thereof and may relimbure litals by applying any royalty or rentals account horsender to the discharge of any such taxes, mortgages, or other liens, in case of any controversy or dispute regarding title to the premises or any part thereof, or regarding the dwarship of any sums payable hereunder, Lesses abail have the right to without and retain without account of interest all sums payable hereunder which are subject to such controversy or dispute until the final determination of said controversy or dispute and then to distribute the same among these
- 12. If during the last ninety (90) days of the primary term hereof or at any time after the expiration of the primary term, production of oil and gas in paying quantities from the premises, or lands pecied therewith, should cause for any reason, or if during or after such ninety (80) days period and prior to discovery of oil or gas on the premises or lands pecied therewith. Lesses should complete a dry hole thereon, this lease shall not terminate if Lesses commences or resumes additional operations on the premises or lands pecied therewith, within ninety (90) days after production cessed or the woll was completed as a dry hole, whichever a applicable. If at the spiration of the primary term, oil or gas is not being produced in paying quantities from the primares, or lands pooled therewith, but Lesses is than engaged in operations thereon, this lease shall remain a force so long as operations are prosecuted (whether on the same or different wells) with no causalion of more than ninety (90) consecutive days, and if they result in production, so long thereafter as oil or gas is produced in paying quantities from the premises or lands pooled therewith. The term "operations" as used in this Lesse shall include but not he limited to the drilling, testing, completing, (including by horizontal and alant hole well completion tochniques) reportation, in search for or in an endeavor to obtain, restore, maintain, or to increase production of oil, liquid hydrocarbons, or gas, or any of them,
- 14. All express of implied coverants of this lease shall be subject to all Federal and state taws, executive orders, rules and regulations and this lease shall not be terminated in whole or an part, nor Leaseo hald liable for damages, for failure to comply herewith public enemy, labor disputes, inability to obtain meterials, failure of transportation or other cause beyond the control of the Leasee.

04-14-08;09:23AM;

13/ 14

- 15. This team embodies the unite agreement between the panies and no representation or promise on behalf of either party shall be binding unless contained herein or mutually agreed to in writing by all parties herein. This agreement shall be binding upon each Lassor who shall execute the same and upon Lasses from and after the date of delivery to Lesses or its representative by the
- 16. All monies coming due hereunder shall be paid or tendered to Lessor at the address sat forth above and no default shall be declared against the Lessoe by the Lessor for failure of the Lessoe to make any payments that may become due and payable hereunder unless the Lessor of his intense or neglect to pay the same for sixty (60) days after having received written notice by registered mell from the Lessor of his intention to declare such default.
- 17. If during any time while this lease is in force and effect Leasor receives a bone fide offer from any party (other than Leasen) to purchase a new lease covering all or any part of the tands or substances covered the name and address of the offeror, and all of me terms and conditions of such titled party offer, including any lease or option bonus offered. Leases shall have a partical of thirty (30) days after receipt of all such notice date in which to exercise the herein granted profestated right to purchase a new lease or option for a new lease from Leaser or a form companies to the third party offer, or absent a specific form with the third party offer then on this lease form adjusted by Leases to include the terms and conditions in the third party offer, by giving Leasor written notice of the exercise of such prederential right. Promptly thereafter, Leases shall futually to exercise of each prederential right. Promptly thereafter, Leases shall futually to exercise of such prederential right. Promptly thereafter, Leases shall futually to exercise of such prederential right. Promptly thereafter, Leases shall futually to exercise of such prederential right. Promptly thereafter, Leases shall futually to execute the party of the lease by Lector and approval of (life by Leases, all in accordance with the terms of the draft. Whether or not Leaser exercises the preferential right granted haraunder, during the time this lease retreates in effect, by new lease executed by obligations hereunder. The preferential right to purchase a new lease granted to Leaser by this paragraph 17, shall tempinale unless exercised prior to one week before the expiration of the period allowed for the absolute auspension of the power of scientists unless rule against perpetuities.

See Addendum attached hereto and made a part hereof

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Lessor

pull 19	hoa		(Seal)
Joseph Digirolama	1 - 17		
Glesw-M	Di Du	La_	(Beat)
Glorie M. Digiralemo	,		

ACKNOWLEDGMENT

State of	Pennsylvania
Countres	Et theterebonne

MONGWP = 1

IN WITNESS WHEREOF, I herounto set my hand and official seel,

SEAL My commission expires: 177 12-1

COMMONWEALTH OF PENNSYLVANIA

(Notary Public)

Notatel South Stilley A, Lockhart, Notary Fublic Indgewater Twp., Steenshaving County My Commission Expres May E, 2009

Momber, Pannsylvenia Association of Notunes

ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated the 17th day of November, 2007 by and between Joseph Digitolamo and Gloria M. Digitolamo, Lessor and Cabot Oil & Gas Corporaton, Lessee, covering land situated in the Township(s) of Dimock, County of Susquehanna State of Pennsylvania, to wit:

In the event of a conflict or inconsistency between the printed terms of this Lease and these added terms of this Lease, the added terms shall control and be deemed to supersede the printed terms of the Lease.

- Lessee's operations on the premises shall be in accordance with regulations set forth by the' Pennsylvania Department of Environmental Protection.
- Prior to the commencement of any dirt work for the building of any road or location on the
 premises, Lessee agrees to obtain Lessor's mutual consent (which consent shall not be
 unreasonably withheld) to any proposed entry route or well location.
- 3. Lessee shall test Lessor's domestic water supply prior to commencement of and following, drilling operations on the premises in order to ensure that said water supply is not adversely affected by said operations. In the event it is determined that said operations have adversely affected said water supply, then immediately Lessee, as its own expense, shall take all steps necessary to return said water supply to pre-drilling conditions.
- Lessee agrees to indemnify and hold harmless the Lessor from all claims, damages, liabilities, causes of action or demand for personal injury or property damage caused by Lessee's operation on the premises, except to the extent the injury or damage is caused by Lessor's negligence.
- 5. Lessee shall construct or install all well sites, access roads and pipeline rights-of-way on the premises in a manner which would minimize any related soil erosion. Further, any related surface reclamation shall be done in a manner which resteres said land as nearly to original contours as reasonably practical.
- Lessee shall promptly replace any fences removed by Lessee during its operations on the
 premises and further, shall construct gates on all access roads on the premises upon written
 request by Lessor.
- Lessee agrees to plan surface operations on the premises in a manner that will reduce or minimize the intrusion to crop fields. In the event that such an intrusion can not be avoided, Lessee shall compensate Lessor for the damage or loss of growing crops at a current market value.
- There shall be no storage of natural gas hereunder without the written consent of Lessor.
- 9. Lessee understands that the land leased hereunder is or may be under and subject to the Pennsylvania Clean and Green program, and Lessee, its successors and assigns accepts responsibility for and agrees to pay any roll-back real estate taxes assessed in the future on the land that result from Lessee's operations hereunder.

Signed for the purpose of identification:

Survey 13

oseph Digirolamo